

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 8/23/2012

Action Requested By:
Municipal Court

Agenda Item Type
Resolution

Subject Matter:

Employment Contract Between the City of Huntsville and Scott A. Rogers.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a contract with Scott A. Rogers to serve as part-time Night Court Judge of the City of Huntsville Municipal Court.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Execution of Night Court part-time Judge's contract for two years.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 8/17/12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Municipal Court

Council Meeting Date: 8/23/2012

Department Contact: Municipal Court

Phone # 256-427-7803

Contract or Agreement: Employment Contract Between the City of Huntsville and Scott A. Rogers

Document Name: Contract for Employment Contract Between the City of Huntsville and Scott Rogers

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements


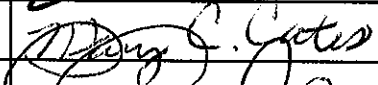
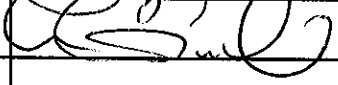
Not Applicable

Not Applicable

Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating		8/17/12
2) Legal		8/17/12
3) Finance		8/17/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Employment Contract with Scott A. Rogers, on behalf of the City of Huntsville, Alabama, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Employment Contract between the City of Huntsville and Scott A. Rogers," consisting for two (2) pages, and the date of August 23, 2012, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 23rd day of August, 2012.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 23rd day of August, 2012.

Mayor of the City of Huntsville,
Alabama

Employment Contract Between The
City of Huntsville and Scott A.
STATE OF ALABAMA) Rogers For Appointment As Part-Time
COUNTY OF MADISON) Judge of The Municipal Court of
The City of Huntsville, Alabama.

AGREEMENT

THIS AGREEMENT made this the 23rd day of August, 2012, between the City of Huntsville, Alabama, a municipal corporation in the state of Alabama (hereinafter referred to as "City") and Scott A Rogers, an individual and an attorney at law (hereinafter referred to as "Mr. Rogers".)

WITNESSETH

In consideration of the mutual promises, agreements, and covenants between the parties hereto as set forth below, the City Council of the City of Huntsville does agree to appoint, by this agreement, Scott A. Rogers to serve as Part-time Night Court Judge, and Scott A. Rogers does agree to serve as Part-time Night Court Judge of the City of Huntsville's Municipal Court. The Parties do hereby further agree as follows:

1. Mr. Rogers certifies that he is an attorney licensed to practice law in the State of Alabama; that he is a member in good standing with the Alabama State Bar Association; and that he is a qualified elector of the State. In the event that Mr. Rogers' license to practice law, good standing with the State Bar Association, or his status as a qualified elector of the State should change during the term of this agreement, then Mr. Rogers shall promptly notify the City and shall resign as a part-time judge by giving written notice to the City Council of the City of Huntsville.
2. During the term of this agreement, while serving as part-time municipal judge, Mr. Rogers agrees that he shall not be employed in any other capacity by the City during this term and shall not during this term receive any remuneration for his judicial service except as provided by this agreement or as may otherwise be permitted by ordinance of the City. Further, Mr. Rogers agrees that during the term of his service as part-time judge, that he shall not practice law in the Municipal Court of the City of Huntsville.
3. In serving as part-time judge, Mr. Rogers agrees to abide by all applicable laws and regulations of the State of Alabama including, but not limited to, those laws and regulations relating to the municipal courts, its judges, the canons of judicial ethics, and the rules of judicial administration.
4. Mr. Rogers agrees to conduct Night Court for traffic arraignments and trials for two sessions each week on Tuesdays and Thursdays. These sessions shall begin at 5:30 p.m. and last until the arraignments and trials are completed.

President of the City Council of the City
of Huntsville, Alabama
Date: _____

5. During the term of the contract the City of Huntsville agrees to provide a substitute judge for up to four (4) sessions per year, equaling a total of eight (8) sessions for the two year term.
6. The term of this appointment shall be for a period of two years and shall begin on August 23, 2012 and shall end on August 22, 2014.
7. The compensation to be paid to Mr. Rogers for his services pursuant to the agreement shall be a total fixed price amount of sixty thousand dollars (\$63,000.00) which includes the amount of thirty thousand dollars (\$31,500.00) per year for each year of this agreement. For payment purposes, this compensation shall be divided into twelve equal monthly payments each year of two thousand five hundred dollars (\$2,625.00), with each payment being payable by the fifteenth of each month for the services rendered during the preceding month.
8. The parties agree that Mr. Rogers has no other rights, privileges, or benefits other than those set forth within this contract.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
ITS: Mayor

ATTEST:

Charles E. Hagood

Scott A. Rogers

WITNESS:
